



UK Government

GOVERNMENT RESPONSE TO:

Consultation on the Implementation of the new Subscription Contracts Regime

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INTRODUCTION

Subscription-based business models have become increasingly popular across the economy and subscription contracts have become an ever-present part of consumers' lives. Across the UK, there are approximately 155 million active subscriptions, representing consumer spend of approximately £26 billion per year. The average person has around 3 subscriptions and spends approximately £500 per year on them. These numbers are rapidly increasing as more products and services across the economy are being offered in this way.

The government recognises that subscription-based models bring benefits for businesses and consumers. Subscriptions for streaming services, meal kits, food and drink, and household products are just some of the things that have made consumers' lives easier. However, it is also easy for consumers to become tied into subscriptions they do not want, or to keep paying for ones that no longer serve their needs or do not reflect their means.

Research has shown that approximately 5.8% of active subscriptions are unwanted by the consumer, meaning an estimated 9.7 million unwanted subscription contracts are active in the UK. Of these unwanted subscription contracts, an estimated 3.6 million are thought to be the direct result of being rolled over from a free or discounted subscription trial period, while approximately 1.3 million are thought to be the result of auto-renewing subscriptions. It is estimated that £1.6 billion a year is spent by consumers on unwanted subscriptions.¹

The ubiquity of such contracts, together with the cost-of-living crisis, makes it critical that consumers have clarity and control over their subscriptions spending. That is why the government is acting to implement a new consumer protection regime for subscription contracts.

The Digital Markets, Competition and Consumers Act 2024 (DMCCA) provides new rights for consumers so that they have clear information before they sign up to a subscription and receive regular reminders, particularly before trials or 12 month+ contracts auto-renew. Traders will also have to ensure it is straightforward for people to exit contracts, allow them to exit online if they signed up online, and provide a 14-day cooling-off period after a trial or 12 month+ contract auto-renews (during which the consumer can cancel without penalty). These provisions build on and expand

¹ All figures are taken from the government's [Impact Assessment for the Digital Markets, Competition and Consumers Act: Subscription traps](https://publishing.service.gov.uk); annex 2 impact assessment (publishing.service.gov.uk)

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the existing protections for consumers in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs).

The new subscription contracts regime will ensure people have the information they need to manage their money and have clear rights so they can easily exit contracts they do not want. Together these measures are anticipated to provide £400m of consumer benefit per year. And for every unwanted subscription that a consumer can leave earlier, they will save £14 per month.

Secondary legislation is required to implement the new regime. Our objective is to ensure consumers are protected and that the regime is workable for businesses. We consulted on how these requirements would work in practice in the [Consultation on the implementation of the new subscription contracts regime](#).

Our Response to the consultation summarises stakeholders' feedback and explains how we will implement the regime. Annex A sets out our consultation and analysis methodology. Annex B provides a summary of responses to each question, along with more detail on how regulatory proposals will work and outlines key issues that will be addressed in guidance.

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The government's core commitment is to strengthen consumers' rights when they take out subscription contracts and to maintain existing consumer protections under the CCRs. While current levels of consumer protection should not be watered down, we also think it is important that businesses are able to operate effectively within the framework and that it is not unduly burdensome. This underpinned our consultation proposals and remains a guiding principle for how we will implement the regime. We have reviewed the responses carefully, balancing the importance of consumer protection with the need for the regime to be workable for businesses.

The consultation ran from 18 November 2024 to 10 February 2025. The government appreciates the time and effort stakeholders gave to engaging with us through the consultation period. We received 75 responses from businesses and trade associations, cultural and heritage charities, enforcers, consumer advocacy organisations, law firms, and individuals. (See Annex A for more information on our methodology).

Cooling-off cancellation rights: returns and refunds

The DMCCA sets out that consumers should have two 14-day periods where they can cancel their contract without penalty: an 'initial cooling-off period' when they enter a contract and a 'renewal' cooling-off period after a trial or 12month+ contract auto-renews. This is so they have sufficient opportunity to cancel unwanted contracts.

The initial cooling-off period largely mirrors the right in the CCRs.² The renewal cooling-off period is a new measure, which allows a consumer to cancel and receive a refund if they do not cancel their auto-renewal before a trial or a 12 month+ contract auto-renews. We consulted on how refunds work and our response balances the right for consumers to be refunded with ensuring traders are compensated for the products and services supplied to consumers.

Returns and refunds of goods

Stakeholders broadly agreed with our proposals that consumers should receive a refund if they returned the sold goods (noting some situations where this would not

² Regulation 29. Note, in the CCRs the initial cooling-off right applies to contracts entered into at a distance (e.g. online) or away from business premises. Under the DMCCA, cooling-off rights apply to all subscription contracts.

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apply e.g. if a good that has been sealed for health or hygiene reasons had been opened).

The main area where respondents disagreed with our proposals was on how refunds should work for perishable goods and bespoke goods. In the consultation we proposed that businesses should identify a 'dispatch date' after which if a consumer cancelled, the business could deduct the cost of the goods from the refund.

We carefully considered feedback from businesses that it would not be possible to determine a specific 'dispatch date' due to operational processes. We will not include the concept of 'dispatch date' in the legislation, and instead use 'supply' which is an existing concept in consumer law.

We will legislate so that:

- **Where goods sold to consumers are returnable (e.g. a book), a consumer will receive a refund if they return the goods after cancelling the contract (including standard delivery costs).**
- **Where goods are sealed for specified reasons (e.g. for health protection or hygiene) and become unsealed after delivery or goods sold become inseparably mixed with other goods after delivery, the trader will be entitled to reduce the consumer's refund to cover the amount of these (now) unreturnable goods.**
- **Where goods for sale are perishable or bespoke, a consumer will receive a full refund if they cancel before the goods are supplied. If they cancel after the goods are supplied, the trader will be entitled to reduce the refund by the amount of those goods (including all delivery costs).³**

Refunds for services

We proposed that where services have been supplied under a contract which is cancelled, refunds should be proportionate. This is consistent with how refunds

³ See Annex B, Question 5 where we explain further measures which means that for perishable or bespoke goods consumers may only be able to exercise their initial cooling-off right during a shorter timeframe than that available for other types of goods, in recognition of businesses' concerns about the risk of wasted costs in the context of supplying perishable or bespoke goods.

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during the initial cooling-off period currently work under obligations set out in the CCRs.

Although consumer groups and enforcers were supportive of this approach, many businesses challenged it on the basis that it was unfair and would be difficult to operate. Their main concern was that consumers would be able to extensively use a service for a few days (e.g. go to the gym a lot) and then cancel for a nearly full refund. Many argued that it would be fairer if the consumer lost the right to a refund once they used a service or proposed that refunds should take account of the value of the service if provided on a one-off basis and/or amount of the service that had been consumed. They also said that calculating proportionate refunds would be complex and costly.

We have reflected carefully on the concerns raised about proportionate refunds but do not think there is a sufficient justification to change how refunds are calculated for service subscription contracts. Divergence from the CCRs would create complexity for businesses and consumers, with one set of rules under the CCRs for contracts that do not automatically renew and another for subscription contracts in the DMCCA.

We will legislate so that:

- **If supply of the service has not begun before a contract is cancelled, a consumer will receive a full refund.**
- **If supply of the service has begun or is ongoing (e.g. during a renewal cooling-off period), the consumer will receive a proportionate refund. This will ensure that after a contract is cancelled the consumer pays an amount which is in proportion to the part of the subscription contract performed, calculated on the basis of the total subscription contract price agreed for that service.**

Refunds for digital content

Currently, if a consumer signs up for a digital content contract and they want the supply of content to begin during the initial 14-day cooling-off period, they have to actively consent that the trader will start the supply immediately and acknowledge that their cooling-off right under the CCRs will not apply. This can be described as the consumer 'waiving' their cooling-off cancellation right.

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In the consultation we considered how the cooling-off right, and any subsequent refunds, should work for digital content. In particular, we explored the extent to which there should be greater alignment with the rules for service contracts and how the renewal cooling-off period should work. We consulted on three options:

Option 1 (proportionate refund for both initial and renewal cooling-off periods)

This aligns rules with those for service contracts. The consumer has a cooling-off refund right for both the initial and cooling-off periods. If they cancel, a proportionate refund is due, based on the proportion of the contract offer that has been supplied.

Option 2 (waiver from initial cooling-off right and proportionate refund for renewal cooling-off period)

This retains the current waiver for the initial cooling-off period (as described above). In practice this means that where a consumer signs up for a contract, once they have given their express consent for supply to start and waived their cooling-off right, they lose their statutory right to cancel when the supply starts.

Under this option, a consumer would still benefit from the renewal cooling-off right (14 days after a trial or 12 month+ contract auto-renews) and would receive a proportionate refund if they cancelled.

Option 3 (waiver from initial cooling-off right, and from renewal cooling-off right if consumer actively agrees at point of renewal)

This option replicates the mechanism of the initial cooling-off period waiver (as described above) for the renewal cooling-off period. This means that at the point of auto-renewal, after a trial or end of a 12 month+ contract, the trader would need to seek active consent from the consumer for supply to continue. We noted that this option gives rise to a risk that supply will need to be paused leading to complexity.

In their consultation responses, businesses stressed the critical importance of a waiver from the initial cooling-off, cancellation right for digital content. They considered this protected them from 'binge and cancel' behaviour where a consumer could sign up, watch lots of content for a few days and then cancel for a nearly full refund. They argued that this was still a risk in a renewal period (after a trial or 12 month+ contract auto-renews) and believed that implementing proportionate refunds would be difficult and costly. Therefore, they disagreed with Options 1 and 2. Most did not think Option 3, with an 'active consent' waiver at the point of renewal, was operable. They suggested an alternative based on 'tacit consent' and refunds only being given if the consumer had not used the product. Consumer advocacy groups and enforcement authorities mostly supported Option 2.

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The government is committed to a regulatory framework for contracts which is as consistent and coherent as possible, protects consumers from undue auto-renewal payments, is based on active consent, and does not disproportionately impact businesses. We believe Option 2 best achieves this.

The initial cooling-off waiver is a well-established mechanism under the existing CCRs and therefore it is appropriate to retain it. In relation to the renewal cooling-off period, we have reflected carefully on businesses' concerns including those about risk of abuse and operational complexity to implement. However, we have not been persuaded that there is a substantial risk of 'binge and cancel' after a trial or 12 month+ contract auto-renews. On balance, we therefore consider that the overriding factor is for the consumer to be able to recover their payment if they do not want the trial or 12 month+ contract to continue. Allowing for a proportionate refund, rather than requiring a full refund, ensures that the trader is paid for the proportion of the contract they have supplied. Applying the same renewal refund rules to digital content and service contracts will also provide a simpler, clearer regime for businesses, consumers, and enforcers.

We will legislate so that:

- **The initial waiver applies to digital content contracts in a way that is consistent with the approach under the CCRs.**
- **If a consumer cancels a digital content contract during a renewal cooling-off period, the consumer will receive a proportionate refund - ensuring that the consumer pays an amount which is in proportion to the part of the contract performed, calculated on the basis of the total subscription contract price agreed for that supply.**

Charitable memberships

Cultural and heritage charities provide services that enrich the fabric of our communities and culture. We recognise the value and impact of these activities in both our economic and social landscape. However, we are also committed to ensuring that consumers are given a fair opportunity to manage what they pay for through subscriptions.

Cultural and heritage charities raised concerns about how the new subscription rules would apply to their memberships (e.g. for free or reduced-price entry to museums, galleries, heritage sites, performances). They were particularly worried that consumers could abuse the initial cooling-off period by visiting multiple properties or

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sold-out exhibitions in the first two weeks of a subscription membership, then cancelling and getting almost all their membership fee back. They were also concerned that complying with refund requirements would prevent them from claiming Gift Aid, as the Gift Aid rules do not allow Gift Aid to be claimed on payments subject to refunds. In addition, they argued that the cost of compliance would impact their ability to deliver activities for public benefit.

The government appreciates the valuable work done by cultural and heritage charities to protect and provide access to the nation's culture, landscapes, collections, and historical places. We are committed to maintaining existing consumer protections but also recognise the public benefit delivered by cultural and heritage organisations that protect and provide access to unique collections, places and experiences. Therefore, we will remove certain charitable memberships from the new subscription regime so that they are not subject to additional consumer protection regulations beyond those that already currently apply.

We will legislate to exclude charitable memberships from the DMCCA. Broadly this will exclude contracts which are between a charity and a consumer and that allow consumers to attend performances, see collections, or visit places (eg. museums, galleries, historical properties, landscapes, wildlife, performing arts) which are related to their charitable purpose. This will mean that such memberships are not subject to additional regulation under the subscription regime.

The government understands the critical role that Gift Aid income provides for charitable organisations. We have made clear in the Gift Aid guidance that compliance with consumer law does not prohibit Gift Aid claims (see 3.13.4 in the Gift Aid Guidance: [Chapter 3: Gift Aid](#)).

Extension of the cooling-off period

The DMCCA requires traders to inform consumers about their cooling-off rights. We proposed that if the trader fails to do this, the cooling-off period should extend up to a maximum of 12 months. The consumer would continue to have a right to cancel and would not be required to pay for non-returnable goods, services or digital content if they cancelled. The trader would be able to limit their liability by correcting their breach by informing the consumer (in writing on a durable medium) of their cooling-off rights, and the cooling-off period will end 14 days after the consumer receives that information. This approach is consistent with the CCRs.

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Generally, stakeholders were supportive of this approach. Some businesses queried whether the consumer receiving non-returnable goods, services and digital content for free was disproportionate, and questioned how notification would work. We have noted the operational queries but overall, we consider that it is beneficial to maintain consistency with the CCRs and that traders can limit their liability by correcting their statutory breach.

We will legislate so that if a trader is in breach of the requirement to inform a consumer about their cooling-off rights, the cooling-off period extends to 14 days after the trader corrects their breach, up to a maximum of 12 months (in line with the CCRs approach).

Additional proposals on cooling-off periods and repayment of refunds

We asked specific questions about how the cooling-off period should operate in relation to mixed contracts, ancillary contracts and certain products.

Mixed contracts: We asked whether we should use legislation or guidance to set out how refund rules apply to contracts if a combination of goods, services or digital content are supplied ('mixed contracts'). Responses varied but the majority of respondents supported the use of guidance.

We have listened carefully to stakeholder feedback and will provide guidance on how the regulations accommodate and apply to mixed contracts.

Ancillary contracts: Generally, stakeholders agreed with our proposal that if a consumer cancelled their subscription contract during an initial cooling-off period, any additional contract that was dependent on it ('ancillary contract') should also be cancelled. This is consistent with how the CCRs work.

We will legislate so that the approach to ancillary contracts is consistent with the approach in the CCRs.

Application of cooling-off periods to certain categories of product: Under the CCRs, certain products (e.g. a one-off purchase of newspapers/magazines, vehicle hire, passenger transport services) are excluded from the initial cooling-off right. We set out all these categories in the consultation and proposed that special treatment was warranted only for the following: bespoke goods, perishable goods, specified

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sealed goods and goods that become inseparably mixed with other items after delivery.⁴

In general stakeholders agreed with our proposals, though there were some questions about how the rules applied to particular sectors (e.g. vehicle hire and alcohol). The most contentious proposal was in relation to subscriptions for magazines, newspapers and periodicals. Some stakeholders submitted that they should be treated like non-returnable perishable goods (i.e. if they had been supplied, the consumer should have to pay for them). However, we note that under the CCRs where newspapers or magazines are provided as a subscription, the exclusion from CCRs cooling-off cancellation and refund rights for the supply of these products does not apply. We do not consider there is sufficient reason to diverge from the CCRs and introduce different specialist refund rules which would reduce existing consumer protections.

We will provide guidance for particular categories of goods or services, where necessary. In respect of contracts for the hire of goods generally, we will ensure consistency with the CCRs approach the supply of services approach without reproducing specific sector carve outs.

Refund of payments: We proposed that where a consumer is due a refund, traders must refund consumers without undue delay and before the end of the 14-day period using the same method of payment. This is consistent with repayment requirements under the CCRs. The government notes that businesses raised some operational barriers to making refunds within the 14-day period. However, we consider that businesses should be familiar with the existing requirements and we do not consider there is justification to diverge from the CCR requirements by reducing consumers' existing rights to receive timely payments.

We will legislate so that payments need to be made without undue delay and within 14 days after cancellation (or 14 days after receiving returnable goods sold) to the same method of payment, unless agreed otherwise.

Cancellation remedies for breach of duties

The DMCCA sets out that the consumer has the right to cancel their contract if the trader breaches certain duties. For example, not sending a reminder notice. We

⁴ See Annex B, Question 16 for a full list of categories and how we proposed each should be treated under the DMCCA

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proposed how remedies would work in these circumstances, explaining when a consumer would be entitled to a refund, how the refund should be calculated, what happens to any goods supplied, and safeguards to protect the trader from spurious or unfair claims.

Businesses were concerned that the proposal could overly penalise businesses for minor non-compliance and suggested there should be a distinction between ‘minor’ and ‘major’ breaches. We have considered carefully their concerns, but we believe the proposed safeguards are sufficient. Consumer advocacy organisations and enforcement authorities highlighted that the proposal was very complex. In particular, they argued that as the trader usually has the balance of power, the requirement for the consumer to prove financial loss as a result of a breach would likely mean the consumer would not secure any remedy. We have considered this feedback and we will include a list of acts or omissions that breach the implied terms which would automatically enable the consumer to claim a refund. This will make it easier for consumers and businesses to understand and use the remedy mechanism for straightforward breaches.

We will legislate in line with the proposal for cancellation remedies set out in the consultation. In summary, where a consumer has become liable for one payment as a result of the breach of the implied term, (subject to safeguards for the trader) a consumer is presumed to be entitled to a refund of all payments made from when that breach is operational (to be defined in regulations) until the consumer cancels the contract. In addition, we will include a list of acts or omissions that are specific breaches of implied terms. For these, a consumer will not need to prove that they suffered a financial loss as a result of the breach in order to access a refund.

Contractual terms for exiting a contract

We do not think it is always clear to consumers that they should be able to end the auto-renewal on their subscriptions at any time and ‘exit the contract’.⁵ Sometimes traders include terms in their contracts which can create confusion or limit when a consumer can cancel their auto-renewal. An example could be saying a consumer can only cancel the auto-renewal between 30 and 60 days before renewal. We consulted on proposals for regulations to ensure that consumers can cancel the auto-renewal at any time. We also consulted on proposals to ensure that traders do

⁵ Referred to in the DMCCA as “a consumer’s right to bring a subscription contract to an end”

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not use terms in their subscription contracts that make consumers liable for a renewal payment before their contract actually renews.

Most stakeholders supported the proposals. Although some businesses did not think legislation was necessary (arguing that they should have freedom in how they set up their contracts or that existing protections in Part 2 of the Consumer Rights Act 2015 were sufficient), we were not persuaded that our proposals would create disproportionate burdens or operational challenges. We consider that regulations in this area will provide more clarity to consumers and strengthen the existing principles-based provisions in Part 2 of the Consumer Rights Act 2015.

We will legislate to prevent the use of contractual terms which have the purpose or effect of making it disproportionately difficult for consumers to cancel auto-renewal, and to ensure that traders cannot make consumers liable for payment before a rolling contract actually renews onto a new contract period.

Easy Exit

The DMCCA sets out that consumers must be able to exit their contracts in a straightforward way without unnecessary hurdles. In addition, if a consumer can sign up online, they must be able to exit online. While these requirements do not prohibit traders from making offers or seeking feedback, these must not frustrate or unreasonably elongate the process. We heard from stakeholders that it would be useful to have additional clarity on what some of these terms meant in practice. We did not think further legislation was necessary but consulted on additional detail for guidance on some key terms – ‘online’, ‘straightforward’ and what would be considered reasonable practice for making offers or seeking feedback (see Question 23 in Annex B for the detailed proposal).

Most respondents were supportive of this approach, agreed with the proposed guidance and appreciated the clarifications. Some raised additional questions, such as whether cancellation by email, or a Direct Debit payment, would count as online cancellation or if you could sign up on a website but exit on an app. There was also a request for additional clarification e.g. what would be considered a ‘reasonable number of offers’.

We will use guidance to provide additional clarification for how easy exit, online exit and offers/feedback work in practice. We have noted stakeholders’

feedback and our detailed response to Question 23⁶ sets out what we intend to put in the guidance and our view on some of the specific questions raised.

Information notices and pre-contract information

The DMCCA requires traders to provide pre-contract information and send information notices to consumers at certain points (reminders, cooling-off notices and end of contract notices). These ensure consumers are informed about their subscriptions and relevant rights. The majority of the information requirements are set out in the DMCCA. We asked if there were specific operational concerns about the provision of pre-contract information. We also consulted on a small number of additional regulations to ensure that information notices were clear and effective for consumers and that regulatory requirements were consistent across notices to make it easier for businesses to operate.

We have noted stakeholder feedback about pre-contract information and we will reflect some of these points in guidance. On information notices, consumer groups and enforcement authorities agreed with our proposals, noting that it was important that notices were clear and understandable and enabled consumers to take appropriate action. Although businesses preferred to avoid additional prescription, we did not hear substantive reasons not to implement the majority of our proposals, which we consider will bring consistency for businesses and ensure consumers have the information they need to act.

We will legislate so that:

- **Reminder notices must be given to consumers in writing on a durable medium and the purpose of the notice must be immediately apparent to the consumer.**
- **Cooling-off notices must be given in writing on a durable medium, the purpose of the notice must be immediately apparent to the consumer, and the notice must include information about the costs for the consumer of returning (returnable) goods after exercising a renewal cooling-off right.**
- **The purpose of an end of contract notice must be immediately apparent to the consumer, and the prescribed information must be given in a way**

⁶ Annex B, p.47

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that is more prominent than any other information given at the same time.

However, we will not take forward the specific proposals that the prescribed information in the reminder notice and end of contract notice must be given upfront so that this information is the first information that the consumer sees. After considering carefully stakeholder views, we consider that the policy outcome which this proposal seeks to achieve (the upfront positioning of prescribed information) is met by the requirement that the prescribed information is to be given in a way that is more prominent than any other information given at the same time. We have also reflected carefully on our proposal that if a trader has breached an implied term, the end of contract notice should be sent once the trader has accepted that the consumer has a statutory right to cancel their contract. We do not consider this is necessary and could tip the balance of power too far towards the trader. We will not take this proposal forward.

CONCLUSION

The government would like to thank all respondents for their submissions to this consultation, which we have considered carefully. Your feedback has helped us refine the regime to ensure it protects consumers while being workable for businesses. We will bring forward regulations for:

- **Initial cooling-off period refunds:** Ensure that for contracts covered by the new rules, initial cooling-off rights and refunds are consistent with the CCRs. This includes retaining the waiver for digital content. This will maintain existing consumer protections and provide consistency for both consumers and businesses.
- **Renewal cooling-off period refunds:** Ensure that for contracts covered by the new rules, consumers have 14 days after a trial or 12 month+ contract auto-renews to cancel and receive a full or proportionate refund. This will ensure consumers are not out of pocket if they miss the auto-renewal date, and proportionate refunds ensure businesses are compensated for the proportion of the contract supplied.
- **Charitable memberships:** Exclude charitable cultural and heritage memberships from the subscription regime. This will protect them from additional regulatory burdens.
- **Information and notices:** Ensure requirements for information and notices are coherent and consistent. This will make it easier for businesses to manage and consumers to make informed decisions and take appropriate action.
- **Technical operational detail:** Ensure that the consequences and remedies for breaches are fair and that the technical operation of the regime is consistent with the CCRs where possible. This will ensure a clear, fair and functioning regime that protects consumers from harm and has safeguards, so traders are not unfairly penalised.

We will legislate when parliamentary time allows and we anticipate that the regime will commence in spring 2027. We will also publish guidance to support business implementation.

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Our approach will ensure consumers are protected from being trapped in unwanted subscription contracts and able to control how and where they want to spend their money. A fairer subscription market is also good for businesses, supporting healthy competition and contributing to economic growth as consumers are free to spend their money on other things.

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FURTHER INFORMATION

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Department for Business and Trade

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